

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.05-172
ANNUAL REQUIREMENTS FOR
HAULING SERVICE FOR SNOW REMOVAL

DATE: September 27, 2005

CONTRACT PERIOD: Winter Season 2005-2006

CONTRACTOR: TCW Construction
141 M Street
Lincoln, NE 68508

Company Representative: Joseph M. Delgado
Telephone No.: 402-475-5030

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7416

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER BID AND SPECIFICATION
AT \$45.00 AN HOUR

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #74323
Dated:09/22/05

**2005-2006 SNOW REMOVAL AGREEMENT
(HAULING SERVICES)**

THIS AGREEMENT, made this 4th day of August, 2005, by and between TCW Construction 141 M, Lincoln NE 68508, hereinafter referred to a Contractor, and CITY OF LINCOLN, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City has full responsibility and control over all City streets and all matters pertaining thereto; and

WHEREAS, from time to time the City's resources are insufficient to accomplish snow removal in a timely manner, it is then necessary to acquire additional resources for the purpose of snow removal from City streets.

WHEREAS, it is the purpose of this Contract to provide for the Contractor to perform snow removal services for the City.

NOW, THEREFORE, WITNESSETH, that:

1. The Contractor hereby agrees to perform snow removal services as hereinafter set forth during the 2005-06 winter season beginning on or about November 15, 2005 and ending on or about March 15, 2006.
2. The Contractor shall furnish hauler(s) for such purpose that meet or exceed the following specifications:
 - 2.1 GVW RATING: Not less than 44,000 lbs.
 - 2.2 AXLES: Must be tandem rear.
 - 2.2.1 If truck capacity warrants additional rear axles, the Contractor is expected to have the trucks so equipped.
 - 2.3 CAB: Fully enclosed, with all glass in place and in good condition, heater and defroster, windshield wipers and right and left side mirrors with a minimum size of 60 square inches.
 - 2.4 LIGHTS: All lights required by the Federal Motor Vehicle Safety Standards, Section 108.
 - 2.5 FUEL TANKS: Not less than 50 gallons capacity.
 - 2.6 DUMP BODIES: Shall not be less than 18 cubic yard water level capacity (including side extensions), aluminum or steel construction, hydraulic lift and with a cab controlled tailgate release or a mechanical release located just behind the driver's door.
 - 2.6.1 Side extensions shall be constructed of wood or metal and shall not extend side height above the top of the tailgate.

EQUIPMENT TO BE USED

Vehicle # 207 Model # RD6885 Year 94 Per Hour \$45.00

Vehicle # 208 Model # RD 6885 Year 95 Per Hour \$45.00

Vehicle # Model # Year Per Hour

Vehicle # Model # Year Per Hour

Vehicle # Model # Year Per Hour

Vehicle # Model # Year Per Hour

Vehicle # Model # Year Per Hour

Vehicle # Model # Year Per Hour

Vehicle # Model # Year Per Hour

- 2.7.3 All truck(s) must comply with all current provisions of the National Traffic and Motor Vehicle Safety Act and all State of Nebraska vehicle laws and weight requirements.
 - 2.8 Contractor shall be responsible for all fuels, lubricants, repairs and maintenance of truck(s).
3. The contractor is an independent contractor, and neither the Contractor nor his employees or agents shall be considered for any purpose to be employees of the City.
 - 3.1 Contractor shall be expected to provide the truck(s) continuously from the beginning of the operation until the operation is terminated by the City of Lincoln.
 - 3.2 Hauler shall employ sufficient operator(s) to provide for continuous around-the-clock operation.
 - 3.3 Hauler must be prepared to provide trucks(s) for hauling snow within 6 hours after being contacted by the Director of Public Works or his representative.
 - 3.4 No minimum or maximum hours of work are assured.
4. Contractor shall provide general liability insurance in the amounts of:
 - A. Bodily Injury/Property damage \$1,000,000 each Occurrence
\$2,000,000 Aggregate
 - B. Personal Injury Damage \$1,000,000 each Occurrence
 - C. Contractual Liability \$1,000,000 each Occurrence
 - D. Products Liability and Completed Operations \$1,000,000 each Occurrence
 - 4.1 Contractor shall name the City of Lincoln as "additional insured" as pertains to the performance of snow removal services.
 - 4.2 The policy shall insure the City from any and all demands, claims, causes of action at law or in equity resulting from the use of said equipment.
 - 4.3 The Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action either at law or in equity arising out of performances of snow removal services.
- 4.4 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who perform any work under this Agreement.
 - 4.5 Contractor shall provide the City with certification of such insurance subject to approval by the City Attorney.
5. Operator(s) shall be fully trained in the operation of the truck and licensed to operate said vehicle in accordance with State and Federal Law.
6. Truck(s) shall be operated in a safe and courteous manner, and in compliance with all Federal, State and local traffic laws.
7. Contractor shall notify the City of Lincoln of any mechanical failure to the truck(s) that prevent its use for hauling snow.
 - 7.1 As soon as the mechanical failure is repaired, Contractor shall notify the City of Lincoln that the truck(s) is available again.
- 7.2 No hourly rate of payment shall be made to the Contractor for his maintenance and repair during this "downtime" and the hourly rate will not resume until the equipment is back in use in the field.
8. Dump Body Capacity AND BID EVALUATION.
 - 8.1 Bids will be evaluated on the basis of the cost per cubic yard per hour and the size of the dump box, to determine the best value for the City.
 - 8.2 The cubic yard capacity shall be calculated on inside dimensions.
 - 8.2.1 Loss due to floor to side radius and hydraulic cylinder cover shall not be deducted from lease cubic yard capacity.

- 8.3 The City of Lincoln reserves the right to request any or all vehicles bid to be delivered to the Public Works Garage, 901 North 10th Street, Lincoln, NE, for cubic yard capacity verification.
- 8.4 Failure to respond to verification or error in measurement by the contractor may be grounds for rejection of bid or termination of the contract.
- 8.5 Calculation shall be accomplished by dividing the hourly rate for the truck by the cubic yard capacity of the box to determine the cost per cubic yard per hour.
- 8.6 Bidders shall submit their bids on the attached Bid Proposal Form.
- 8.7 More than one truck may be bid; however, each section of the Bid Proposal Form must be completed for each truck proposed.
9. It shall be understood that the City of Lincoln will not guarantee a minimum or maximum number of hours of work, but that the equipment and operator(s) shall stand ready to respond should they be called upon.
10. The hourly rate and cost per cubic yard per hour shall remain firm through the last snow removal operation.
11. All Trucks must be numbered and the truck number must be displayed on the exterior of the truck in a location visible from the street.
12. Similar capacity trucks may be substituted in service in the event of mechanical breakdown of primary trucks upon approval by the City's field supervisor.

Dated this _____ day of _____, 2005.

ATTEST

CITY OF LINCOLN

CITY CLERK

MAYOR

CONTRACTOR

TCW Construction Inc.
Company Name

141 M Street, Lincoln NE 68508
Company Address

Joseph M. Delgado
AUTHORIZED SIGNATURE

**PROPOSAL
SPECIFICATION NO. 05-172**

**BID OPENING TIME: 12:00 NOON
DATE: July 13, 2005**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE SEASONAL REQUIREMENTS FOR:
ADDITIONAL HAULING SERVICES FOR SNOW REMOVAL**

BIDDING SCHEDULE

The following equation shall be used for computing your bid: Dividing the hourly rate for the truck by the cubic yard capacity of the box to determine the cost per cubic yard per hour.

Hourly rate for providing truck and operator divided by the cubic yard capacity of the truck body results in the cost per cubic yard per hour:

VEHICLE NO. 1: YEAR: 1994 MAKE: MAK MODEL: RD688S
Truck No. : LICENCE PLATE NO.: P23583 VEHICLE COLOR: WHITE
TRUCK BODY I.D.: 192 "L X 87 "W X 48 " SIDE HEIGHT
CU. YD. CAPACITY: 17 . HOURLY RATE: \$ 45
COST PER CUBIC YARD PER HOUR: \$ 2.65

VEHICLE NO. 2: YEAR: 1995 MAKE: MAK MODEL: RD688S
Truck No. : LICENCE PLATE NO.: P23583 VEHICLE COLOR: WHITE
TRUCK BODY I.D.: 192 "L X 84 "W X 52 " SIDE HEIGHT
CU. YD. CAPACITY: 17 . HOURLY RATE: \$ 45
COST PER CUBIC YARD PER HOUR: \$ 2.65

VEHICLE NO. 3: YEAR: MAKE: MODEL:
Truck No. : LICENCE PLATE NO.: VEHICLE COLOR:
TRUCK BODY I.D.: "L X "W X " SIDE HEIGHT
CU. YD. CAPACITY: . HOURLY RATE: \$
COST PER CUBIC YARD PER HOUR: \$

VEHICLE NO. 4: YEAR: MAKE: MODEL:
Truck No. : LICENCE PLATE NO.: VEHICLE COLOR:
TRUCK BODY I.D.: "L X "W X " SIDE HEIGHT
CU. YD. CAPACITY: . HOURLY RATE: \$
COST PER CUBIC YARD PER HOUR: \$

VEHICLE NO. 5: YEAR: MAKE: MODEL:
Truck No. : LICENCE PLATE NO.: VEHICLE COLOR:
TRUCK BODY I.D.: "L X "W X " SIDE HEIGHT
CU. YD. CAPACITY: . HOURLY RATE: \$
COST PER CUBIC YARD PER HOUR: \$

VEHICLE NO. 6: YEAR: MAKE: MODEL:
Truck No. : LICENCE PLATE NO.: VEHICLE COLOR:
TRUCK BODY I.D.: "L X "W X " SIDE HEIGHT
CU. YD. CAPACITY: . HOURLY RATE: \$
COST PER CUBIC YARD PER HOUR: \$

Company Name

VEHICLE NO. 7: YEAR: _____ MAKE: _____ MODEL: _____
Truck No. : _____ LICENCE PLATE NO.: _____ VEHICLE COLOR: _____
TRUCK BODY I.D.: _____ "L X _____ "W X _____ " SIDE HEIGHT
CU. YD. CAPACITY: _____ HOURLY RATE: \$ _____
COST PER CUBIC YARD PER HOUR: \$ _____

VEHICLE NO. 8: YEAR: _____ MAKE: _____ MODEL: _____
Truck No. : _____ LICENCE PLATE NO.: _____ VEHICLE COLOR: _____
TRUCK BODY I.D.: _____ "L X _____ "W X _____ " SIDE HEIGHT
CU. YD. CAPACITY: _____ HOURLY RATE: \$ _____
COST PER CUBIC YARD PER HOUR: \$ _____

VEHICLE NO. 9: YEAR: _____ MAKE: _____ MODEL: _____
Truck No. : _____ LICENCE PLATE NO.: _____ VEHICLE COLOR: _____
TRUCK BODY I.D.: _____ "L X _____ "W X _____ " SIDE HEIGHT
CU. YD. CAPACITY: _____ HOURLY RATE: \$ _____
COST PER CUBIC YARD PER HOUR: \$ _____

VEHICLE NO. 10: YEAR: _____ MAKE: _____ MODEL: _____
Truck No. : _____ LICENCE PLATE NO.: _____ VEHICLE COLOR: _____
TRUCK BODY I.D.: _____ "L X _____ "W X _____ " SIDE HEIGHT
CU. YD. CAPACITY: _____ HOURLY RATE: \$ _____
COST PER CUBIC YARD PER HOUR: \$ _____

VEHICLE NO.11: YEAR: _____ MAKE: _____ MODEL: _____
Truck No. : _____ LICENCE PLATE NO.: _____ VEHICLE COLOR: _____
TRUCK BODY I.D.: _____ "L X _____ "W X _____ " SIDE HEIGHT
CU. YD. CAPACITY: _____ HOURLY RATE: \$ _____
COST PER CUBIC YARD PER HOUR: \$ _____

VEHICLE NO.13: YEAR: _____ MAKE: _____ MODEL: _____
Truck No. : _____ LICENCE PLATE NO.: _____ VEHICLE COLOR: _____
TRUCK BODY I.D.: _____ "L X _____ "W X _____ " SIDE HEIGHT
CU. YD. CAPACITY: _____ HOURLY RATE: \$ _____
COST PER CUBIC YARD PER HOUR: \$ _____

VEHICLE NO.14: YEAR: _____ MAKE: _____ MODEL: _____
Truck No. : _____ LICENCE PLATE NO.: _____ VEHICLE COLOR: _____
TRUCK BODY I.D.: _____ "L X _____ "W X _____ " SIDE HEIGHT
CU. YD. CAPACITY: _____ HOURLY RATE: \$ _____
COST PER CUBIC YARD PER HOUR: \$ _____

VEHICLE NO.15: YEAR: _____ MAKE: _____ MODEL: _____
Truck No. : _____ LICENCE PLATE NO.: _____ VEHICLE COLOR: _____
TRUCK BODY I.D.: _____ "L X _____ "W X _____ " SIDE HEIGHT
CU. YD. CAPACITY: _____ HOURLY RATE: \$ _____
COST PER CUBIC YARD PER HOUR: \$ _____

BIDDER'S NOTE: If additional vehicles are to be used for snow removal, submit an additional Bid Proposal.
BID SECURITY REQUIRED: Yes _____ No X

DISASTER PLAN PARTICIPATION: The City, in the event of an emergency or disaster, may call on my firm to participate in a disaster relief/cleanup plan. I understand, if I agree to participate, my insurance certificate must be valid for a 12 month period of time and not be restricted to just snow removal duties.

☒ **Yes**, I agree to participate in disaster/cleanup plan, if called upon.
☐ **No**, I do not wish to participate in the City's disaster/cleanup plan.

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from: City of Lincoln/Lancaster County.

☐ YES ☐ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:

SEALED BID FOR SPEC. 05-172

TCW CONSTRUCTION INC.
COMPANY NAME

141 M STREET
STREET ADDRESS or P.O. BOX

LANCORN NE, 68508
CITY, STATE ZIP CODE

402 475-5030
TELEPHONE

Joseph M Delgado
BY (Signature)

JOSEPH M DELGADO
(Print Name)
PRESIDENT
(Title)

6/11/05
(Date)

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, **AFTER** TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.